

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.		1. CONTRACT ID CODE		PAGE 1		OF PAGES 88		
2. AMENDMENT/MODIFICATION NO. A0005			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT NO.(If applicable) VA-15-0004030		
6. ISSUED BY Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724			CODE		7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724			CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To all Offerors/Bidders					(X)		9A. AMENDMENT OF SOLICITATION NO. VA118-15-R-0163			
					X		9B. DATED (SEE ITEM 11) 05-14-2015			
							10A. MODIFICATION OF CONTRACT/ORDER NO.			
							10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE								
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS										
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.										
12. ACCOUNTING AND APPROPRIATION DATA (If required)										
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.										
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.										
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).										
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:										
D. OTHER (Specify type of modification and authority)										
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>one</u> copies to the issuing office.										
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Please See Continuation Page.										
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.										
15A. NAME AND TITLE OF SIGNER (Type or print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark R. Junda Contracting Officer					
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)			16C. DATE SIGNED		

Amendment 00005 is for the following changes to VA118-15-R-0163:

1. Proposal submission due date and time has changed as follows:

From: Friday, May 15, 2015 3:00PM EST     To: Monday, May 18, 2015 3:00PM EST

2. Sub-Contract Line Item Numbers (SLINs) 1001AB, 1002AB, 1003AB, 1004AB, 1005AB, 1006AB, 2001AB, 2002AB, 2003AB, 2004AB, 2005AB, and 2006AB have been added to Section B.5, Price Schedule and Attachment 001, Pricing Spreadsheet. These SLINs shall be for separate pricing of installation and configuration services in accordance with Performance Work Statement (PWS) Paragraph 5.2, Printer Specifications and Delivery.
3. The sentence “**Standard deliveries, included in the unit price of each printer configuration, shall include shipment of the printers and any associated materials to the loading dock of each required site location**” has been added to PWS Paragraph 5.2, Printer Specifications and Delivery.
4. PWS Paragraph 5.2, Printer Specifications and Delivery, is hereby changed as follows:

From: If required at the DO level, included in the printer unit price, the Contractor shall provide installation services per site to include unboxing of printer on site, physical placement of printer, configuration of printer to the VA Baseline Printer configuration, and removal of all packing materials to include pallets and shipping containers.

To: If required at the DO level, included in the printer installation and configuration services unit price, the Contractor shall provide installation services per site to include unboxing of printer on site, physical placement of printer, configuration of printer to the VA Baseline Printer configuration, and removal of all packing materials to include pallets and shipping containers.

5. Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 0010B  
Department of Veterans Affairs  
Technology Acquisition Center  
23 Christopher Way  
Eatontown NJ 07724

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ As specified on individual delivery orders.

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs  
Technology Acquisition Center  
Financial Services Center  
PO Box 149971  
Austin TX 78714-8971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
001	April 20, 2015
002	April 21, 2015
003	May 6, 2015
004	May 12, 2015
005	May 14, 2015

## **B.2 GOVERNING LAW**

Federal law and regulations, including the Federal Acquisition Regulations (“FAR”), shall govern this Contract. Commercial license agreements may be made a part of this Contract but only if both parties expressly make them an addendum. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap) or any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government’s use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract.; those provisions in the commercial license agreement that do not address data rights regarding the Government’s use, duplication and disclosure of data shall not be included or made a part of the Contract. Federal law and regulation, including without limitation, the Contract Disputes Act (41 U.S.C. §601-613), the Anti-Deficiency Act (31 U.S.C. §1341 et seq.), the Competition in Contracting Act (41 U.S.C. §2304), the Prompt Payment Act (31 U.S.C. §3901, et seq.), Contracts for Data Processing Or Maintenance (38 USC § 5275) and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control and render ineffective any inconsistent, conflicting or duplicative provision in any commercial license agreement. In the event of conflict between this clause and any provision in the Contract or the commercial license agreement or elsewhere, the terms of this clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract must be made by order modification (Standard Form 30). Nothing in this Contract or any commercial license agreement shall be construed as a waiver of sovereign immunity.

## **B.3 CONTRACT MINIMUM/MAXIMUM**

In accordance with Section C, FAR clause 52.216-22 entitled, “Indefinite Quantity” the total Maximum value of the Enterprise Printer Contract (EPC) Indefinite Delivery/Indefinite Quantity (IDIQ) awards is \$32,491,809.31. The cumulative value of all Delivery Orders issued under the EPC IDIQ shall not exceed \$32,491,809.31.

The minimum guarantee for each Awardee for the IDIQ is \$50,000.00. It may be satisfied with the issuance of the initial Delivery Order; however, the initial Delivery Order may not be issued concurrent with the IDIQ award. The minimum award amount of \$50,000.00 may be satisfied via competitive delivery order awards, or utilizing an exception to fair opportunity.

**B.4 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## B.5 PRICE SCHEDULE

Inspection and Acceptance: Destination. All deliverables must be submitted to the VA Program Manager (PM), Contracting Officer's Representative (COR), and Contracting Officer (CO) unless otherwise specified in the line item.

Please be advised that in accordance with Federal Acquisition Regulation (FAR) Part 2.101, a "day" means, unless otherwise specified, a CALENDER day. Additionally, deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

Please note: For evaluation purposes this Price Schedule shall be filled out in addition to the Pricing Spreadsheet found at Attachment 001. The values shall be completely consistent between this Price Schedule and the Pricing Spreadsheet.

Enterprise Printer Contract (EPC)					
EPC ordering period of performance shall be 24-months from date of contract award. However, the Price Schedule below and the Pricing Spreadsheet (Attachment 001) allow for Offerors to propose yearly unit pricing for each Printer Configuration and corresponding 3 year Warranty.					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	<p>EPC Management shall be provided in accordance with (IAW) Performance Work Statement (PWS) Paragraph 5.1 and all if its subparagraphs.</p> <p>This Contract Line Item Number (CLIN) includes all labor, materials, travel, and deliverables required for the successful completion of the requirements detailed in PWS Paragraph 5.1 and all of its subparagraphs.</p> <p>This CLIN shall be performed until the completion of all Delivery Orders.</p> <p>*The cost of CLIN 0001 and Sub-Contract Line Item Numbers (SLIN) 0001AA through 0001AL shall be included in and allocated to CLINs 1001 through 2006 and all associated SLINs.</p>	1	LO	Not Separately Priced (NSP)	NSP



0001AA	Contract Post Award Conference IAW PWS 5.1.1.  Initial Draft Contract Level Work Plan and Schedule due at time of Post Award Conference.	1	EA	NSP	NSP
0001AB	Contract Post Award Conference IAW PWS 5.1.1.  Post Award Conference Meeting Minutes due 10 days after conclusion of Contract Post Award Conference.	1	EA	NSP	NSP
0001AC	Contract Post Award Conference IAW PWS 5.1.1.  Action Item Summary due 10 days after conclusion of Contract Post Award Conference.	1	EA	NSP	NSP
0001AD	Program Reviews IAW PWS 5.1.2.  Program Review Minutes due 10 days after conclusion of Contract Level Program Review.	4	EA	NSP	NSP
0001AE	Program Reviews IAW PWS 5.1.2.  Action Item Summary due 10 days after conclusion of Contract Level Program Review.	4	EA	NSP	NSP
0001AF	Program Reviews IAW PWS 5.1.2.  Updated Contract Level Work Plan and Schedule due 10 days after conclusion of Contract Level Program Review.	4	EA	NSP	NSP
0001AG	Reporting Requirements IAW PWS 5.1.4.  Monthly Progress Reports due the fifth day after the end of each month throughout the 24 month period of performance.	24	MO	NSP	NSP

0001AH	Ordering and Tracking Portal/Catalog IAW PWS 5.4.  EPC Portal/Catalog Information Documents due 10 days after contract (DAC) with updates as changes occur throughout the 24-month period of performance.	1	LO	NSP	NSP
0001AJ	Ordering and Tracking Portal/Catalog IAW PWS 5.4.  EPC Ordering and Tracking Portal Information and Updates due 10 days ARO with updates as changes occur throughout the 24-month period of performance.	1	LO	NSP	NSP
0001AK	Technology Refresh IAW PWS 5.5.  Technology Refresh Replacement Original Equipment Manufacturer (OEM) Model Designation due 30 days prior to catalog printer end of life (EOL) update.	1	LO	NSP	NSP
0001AL	Technology Refresh IAW PWS 5.5.  EPC Portal/Catalog Refresh Information Document due 30 days prior to catalog printer EOL update.	1	LO	NSP	NSP
<b>1<sup>st</sup> Year Ordering Period of Performance shall be 12-Months from Date of Contract Award.</b>  <b>In accordance with FAR 52.216-22, the quantities of supplies and services specified in the Schedule below are estimates for purposed of evaluation only and are not purchased by this contract or reflect the Government's intent to purchase the quantity specified.</b>					
1001	<b>Printer Specifications and Delivery IAW PWS 5.2.</b>  <b>Color Small Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 1.</b>  <b>This unit price corresponds to Cell D7 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must</b>	50	EA	\$	\$

	<b>be identical.</b>				
1001AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell H7 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	15	EA	\$	\$
1001AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Installation and Configuration Services</p> <p>This unit price corresponds to Cell L7 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	33	EA	\$	\$
1002	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Color Medium Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 2.</p> <p>This unit price corresponds to Cell D8 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	125	EA	\$	\$
1002AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell H8 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	38	EA	\$	\$
1002AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Installation and Configuration Services</p>	81	EA	\$	\$

	This unit price corresponds to Cell L8 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.				
<b>1003</b>	<b>Printer Specifications and Delivery IAW PWS 5.2.</b>  <b>Color Large Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 3.</b>  <b>This unit price corresponds to Cell D9 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b>	<b>50</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
1003AA	Warranty IAW PWS 5.3.  3-year Extended Warranty  This unit price corresponds to Cell H9 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.	15	EA	\$	\$
1003AB	Printer Specifications and Delivery IAW PWS 5.2.  Installation and Configuration Services  This unit price corresponds to Cell L9 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.	33	EA	\$	\$
<b>1004</b>	<b>Printer Specifications and Delivery IAW PWS 5.2.</b>  <b>Monochrome Small Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 4.</b>  <b>This unit price corresponds to Cell</b>	<b>4,500</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

	<b>D10 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b>				
1004AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell H10 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	1,350	EA	\$	\$
1004AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Installation and Configuration Services</p> <p>This unit price corresponds to Cell L10 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	2,925	EA	\$	\$
1005	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Monochrome Medium Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 5.</p> <p>This unit price corresponds to Cell D11 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	7,500	EA	\$	\$
1005AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell H11 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	2,250	EA	\$	\$

1005AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Installation and Configuration Services</p> <p>This unit price corresponds to Cell L11 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	4,875	EA	\$	\$
1006	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Monochrome Large Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 6.</p> <p>This unit price corresponds to Cell D12 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	5,500	EA	\$	\$
1006AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell H12 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	1,650	EA	\$	\$
1006AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Installation and Configuration Services</p> <p>This unit price corresponds to Cell L12 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	3,575	EA	\$	\$
<b>1<sup>st</sup> Year Ordering Period Total Dollar Amount</b>					<b>\$</b>
<b>2<sup>nd</sup> Year Ordering Period of Performance shall be 12-Months from Date of 1<sup>st</sup> Year Ordering Period of Performance expiration.</b>					

**In accordance with FAR 52.216-22, the quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.**

<b>2001</b>	<b>Printer Specifications and Delivery IAW PWS 5.2.</b>  <b>Color Small Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 1.</b>  <b>This unit price corresponds to Cell P7 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b>	<b>50</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
2001AA	Warranty IAW PWS 5.3.  3-year Extended Warranty  This unit price corresponds to Cell T7 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.	15	EA	\$	\$
2001AB	Printer Specifications and Delivery IAW PWS 5.2.  Installation and Configuration Services  This unit price corresponds to Cell X7 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.	33	EA	\$	\$
<b>2002</b>	<b>Printer Specifications and Delivery IAW PWS 5.2.</b>  <b>Color Medium Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 2.</b>  <b>This unit price corresponds to Cell P8 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b>	<b>125</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

2002AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell T8 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	38	EA	\$	\$
2002AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Installation and Configuration Services</p> <p>This unit price corresponds to Cell X8 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	81	EA	\$	\$
2003	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Color Large Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 3.</p> <p>This unit price corresponds to Cell P9 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	50	EA	\$	\$
2003AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell T9 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	15	EA	\$	\$
2003AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p>	33	EA	\$	\$



	<p><b>Installation and Configuration Services</b></p> <p>This unit price corresponds to Cell X9 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>				
<b>2004</b>	<p><b>Printer Specifications and Delivery IAW PWS 5.2.</b></p> <p><b>Monochrome Small Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 4.</b></p> <p><b>This unit price corresponds to Cell P10 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b></p>	<b>4,500</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
2004AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell T10 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	1,350	EA	\$	\$
2004AB	<p><b>Printer Specifications and Delivery IAW PWS 5.2.</b></p> <p><b>Installation and Configuration Services</b></p> <p><b>This unit price corresponds to Cell X10 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b></p>	2,925	EA	\$	\$
<b>2005</b>	<p><b>Printer Specifications and Delivery IAW PWS 5.2.</b></p> <p><b>Monochrome Medium Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 5.</b></p>	<b>7,500</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

	<b>This unit price corresponds to Cell P11 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b>				
2005AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell T11 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	2,250	EA	\$	\$
2005AB	<p><b>Printer Specifications and Delivery IAW PWS 5.2.</b></p> <p><b>Installation and Configuration Services</b></p> <p><b>This unit price corresponds to Cell X11 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b></p>	4,875	EA	\$	\$
2006	<p><b>Printer Specifications and Delivery IAW PWS 5.2.</b></p> <p><b>Monochrome Large Duty Printer (Non-Multifunctional) IAW PWS 5.2, Table 6.</b></p> <p><b>This unit price corresponds to Cell P12 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</b></p>	5,500	EA	\$	\$
2006AA	<p>Warranty IAW PWS 5.3.</p> <p>3-year Extended Warranty</p> <p>This unit price corresponds to Cell T12 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be</p>	1,650	EA	\$	\$

	identical.				
2006AB	<p>Printer Specifications and Delivery IAW PWS 5.2.</p> <p>Installation and Configuration Services</p> <p>This unit price corresponds to Cell X12 of the Pricing Spreadsheet found at Attachment A. The pricing in this Schedule and Attachment 001 must be identical.</p>	3,575	EA	\$	\$
<b>2nd Year Ordering Period Total Dollar Amount</b>					<b>\$</b>
<b>Total 2-Year Ordering Period Dollar Amount</b>					<b>\$</b>

## B.6 PERFORMANCE WORK STATEMENT

### 1.0 BACKGROUND

The Department of Veterans Affairs (VA) has determined there is an ongoing need throughout VA to procure small, medium, and large configuration black and white and color printers and associated warranty support to replace equipment that is currently, or soon to be, obsolete or at end-of-life. The need was determined after VA analyzed customer procurement data for various acquisitions of printers in previous fiscal years. This proposed acquisition will provide customers throughout all of VA with a means of procuring required printers to replace/refresh inventory to satisfy growing demands and to boost productivity in their operations. Providing a multiple award indefinite-delivery, indefinite-quantity (IDIQ) enterprise contract vehicle for VA offices to fulfill their requirements will enable VA to quickly and efficiently acquire the most current laser printers that meet customer's minimum needs.

### 2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
5. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
6. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
7. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www1.va.gov/vapubs/>
8. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www1.va.gov/vapubs/>
9. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
10. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
11. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000
12. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
13. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
14. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
15. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
16. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, , 2012
17. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," September 20, 2012
18. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010

19. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
20. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
21. VA Handbook, 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
22. VA Handbook 6500.6, "Contract Security," March 12, 2010
23. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
24. OI&T ProPath Process Methodology (reference <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=27>) NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
25. Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
26. National Institute Standards and Technology (NIST) Special Publications (SP)
27. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
28. VA Directive 6300, Records and Information Management, February 26, 2009
29. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
30. OMB Memorandum, "Transition to IPv6", September 28, 2010
31. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, February 17, 2011
32. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 20, 2014
33. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
34. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
35. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
36. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
37. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
38. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
39. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
40. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
41. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
42. NIST Special Publication 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
43. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014

44. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
45. VA Memorandum, VAIQ # 7011145, VA Identity Management Policy, June 28, 2010 (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
46. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
47. VA Memorandum, VAIQ #7497987, Compliance – Electronic Product Environmental Assessment Tool (EPEAT) – IT Electronic Equipment, August 11, 2014 (reference Document Libraries, EPEAT/Green Purchasing Section, <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=552>)
48. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
49. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
50. Executive Order 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” October 5, 2009
51. Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” January 24, 2007
52. Executive Order 13221, “Energy-Efficient Standby Power Devices,” August 2, 2001
53. VA Directive 0058, “VA Green Purchasing Program”, July 19, 2013
54. VA Handbook 0058, “VA Green Purchasing Program”, July 19, 2013
55. Defense Information Systems Agency (DISA), Multifunction Device and Network Printers Security Technical Information Guide (STIG) Overview, version 2 Release 4, 25 October 2013, <http://iase.disa.mil/stigs/Lists/stigs-masterlist/npw-netothermulti.aspx>

### **3.0 SCOPE OF WORK**

This Contract is comprised of six printer configurations defined in PWS Paragraph 5.2 that the Contractor shall execute in accordance with individual Delivery Orders (DO). In addition, the Contractor shall provide printer warranty, which includes replacement and maintenance services, as defined in PWS Paragraph 5.3. Changes and/or updates to the products offered may be necessary to accommodate manufacturer-determined device end of life (EOL). These changes and updates will be incorporated into EPC through Technology Refresh, which is discussed in PWS Paragraph 5.5. The Contractor shall also provide contract level management services which includes order tracking and reporting.

### **4.0 PERFORMANCE DETAILS**

This is a multiple award IDIQ Contract from which Firm-Fixed Priced DOs shall be competed and issued, unless an exception to fair opportunity is otherwise justified. DOs may be issued by any VA Contracting Officer.

#### **4.1 PERFORMANCE PERIOD**

The Period of Performance (PoP), also known as ordering period, shall be for 24-months. However, because performance of each DO awarded prior to ordering period expiration may require delivery of products outside of the contract PoP, or continued warranty services, performance may be required beyond the EPC PoP ordering period.

## 4.2 PLACE OF PERFORMANCE

The products will be delivered and installed at VA locations throughout the fifty (50) states. Incidental services, such as warranty services, required under any resulting DO(s) may be performed at any VA facility throughout these locations. A listing of specific VA locations, for informational purposes, only, may be found at

<http://www1.va.gov/directory/guide/home.asp?isFlash=1> .

PoP/Delivery locations will be specified in the individual DOs

## 4.3 TRAVEL

The Government anticipates that travel will be required for performance of Installation and Warranty services where indicated in the individual DO, and shall be captured in the Offeror's Firm-Fixed Price for Warranty services. Program Management (PM) travel for Contract level tasks will not be directly reimbursed by the Government.

## 5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor, which for purposes of this document shall encompass the prime Contractor and all Subcontractors, shall perform the following tasks:

### 5.1 EPC MANAGEMENT

The Contractor shall provide both Contract and DO level management. The Contractor shall work closely with the Government to manage contractual and programmatic issues that arise during performance of the Contract. The Contractor shall be responsible for the execution of all Contract tasks to include, but not be limited to: program reviews; kickoff meetings; status updates; various reporting requirements; and day-to-day concerns.

#### 5.1.1 CONTRACT POST AWARD CONFERENCE

The Government intends to convene a Post-Award Conference with each awardee within 30 days after Contract award. The Contracting Officer (CO) or Contracting Officer's Representative (COR) will notify all Contractors of a specific date, location, and agenda within 10 days after Contract award. At the Conference, the Contractor shall present the details of the intended approach for managing the Contract, including an Initial Draft Contract Level Work Plan and Schedule to support the semi-annual Contract Level Program Review requirements described in Paragraph 5.1.3 below. All the key Contractor personnel shall be present for this initial review. The Contractor shall provide Post Award Conference Meeting Minutes and an Action Item Summary electronically to the VA COR and all meeting participants no later than 10 days after conclusion of the Contract Post Award Conference.

#### **Deliverables:**

- A. Initial Draft Contract Level Work Plan and Schedule
- B. Post Award Conference Meeting Minutes
- C. Action Item Summary

#### 5.1.2 PROGRAM REVIEWS

The Contractor shall conduct Contract Level Program Reviews on a semi-annual basis. At the Government's election, the Program Reviews may be held on-site at the Contractor's facility, Government facility, or via online meeting. These Program Reviews shall address and provide in-depth information on program progress and all functions summarized by DOs to include:

1. Administration

2. Schedule
3. Configuration Management
4. Technology Refresh Products
  - i. Summary of tech refresh activities
  - ii. Provide a technology roadmap identifying product lifecycle milestones, and product EOL replacement strategies
5. Logistics
6. Quality Assurance
7. Field Support
8. Customer Issues and Resolutions

The Contractor shall provide Program Review Minutes, Action Item Summary, and an updated Contract Level Work Plan and Schedule, electronically, to the COR and all meeting participants no later than 10 days after conclusion of the Contract Level Program Review.

**Deliverables:**

- A. Program Review Minutes
- B. Action Item Summary
- C. Updated Contract Level Work Plan and Schedule

### **5.1.3 DELIVERY ORDER KICKOFF MEETINGS**

If required by the COR and/or CO, at the base Contract or at the DO level, the Contractor shall participate in Delivery Order level kickoff meetings. The purpose of this meeting is for the Contractor to brief the Government on how it intends to meet all the requirements of the Delivery Order. At the Government's election, the kickoff meetings may be held on-site at the Contractor's facility, Government facility, or via online meeting. Specific requirements will be detailed in the individual DOs. Printer hardening instructions, in accordance with current Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG), must be forwarded to the assigned VA Technology Manager within 2 weeks after the Kick Off Meeting.

### **5.1.4 REPORTING REQUIREMENTS**

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in Microsoft Office formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding month.

The Monthly Progress Reports shall cover all DOs issued and completed during the reporting period and delivery orders planned, to the extent known, for the subsequent reporting period. The report shall track the cumulative contract ceiling.

The Monthly Progress Reports shall also provide a summary report for all delivery orders placed to include:

1. Electronic Contract Management System (eCMS) Contract/ Order Number
2. Date of Award
3. CO Name, Telephone Number, Location
4. COR Name, Telephone Number, Location
5. Integrated Funds Distribution Control Point Activity Accounting & Procurement (IFCAP) Purchase Order Number



6. Total Dollars Obligated
7. VA Delivery Site Code (if applicable)
8. VA Delivery Site Mailing Address
9. Equipment Model Listing and Quantities by Delivery Date
10. Equipment Status up to and including delivery confirmation
11. Warranty Information – to include POP
12. Toll Free Telephone number and Website described in Section 5.3

The Monthly Progress Report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including its plan and timeframe for resolving the issue. It is expected that the Contractor will keep in timely communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

#### **Deliverable:**

##### **A. Monthly Progress Report**

## **5.2 PRINTER SPECIFICATIONS AND DELIVERY**

The Contractor shall execute DOs of OEM printer models for each and all of the laser printer duty configurations under both color and monochrome configurations. All OEM software required for the successful operation of the printers shall be included in the delivery. The specifications below comprise VA requirements for each of the duty configurations under the color and monochrome configurations. All printers shall be ready to use with the requisite starter ink cartridges, power supplies, and Ethernet cables.

The Contractor shall provide only new equipment and new parts for the required products described herein. ABSOLUTELY NO “GRAY MARKET GOODS” may be provided under any DO. Gray Market Goods are defined as genuine branded goods sold outside of an authorized sales-territory (or by non-authorized dealers in an authorized territory) at prices lower than being charged in authorized sales territories (or by authorized dealers).

Delivery schedule requirements will be included in individual DOs, and will typically require delivery of printers 30-days after award. Expedited or phased deliveries may be necessary.

**Standard deliveries, included in the unit price of each printer configuration, shall include shipment of the printers and any associated materials to the loading dock of each required site location.** Delivery instructions may vary within a DO depending on site locations. Contractors shall coordinate deliveries with Site POCs before any shipments to ensure sites have adequate storage space. The Contractor cannot make any changes to the delivery quantities or schedule at the request of Site POC, unless specified within the DO.

All shipments, either single or multiple container deliveries, will bear the VA Purchase Order number and contract/DO number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA PO number will indicate total number of containers for the complete shipment (ex. “Package 1 of 2”), clearly readable on manifests and external shipping labels.

If required at the DO level, included in the printer **installation and configuration services** unit price, the Contractor shall provide installation services per site to include unboxing of printer on site, physical placement of printer, configuration of printer to the VA Baseline Printer configuration, and removal of all packing materials to include pallets and shipping containers.

**Table 1: Color Small Duty Printer**

<i>Color Small Duty Printer (Non-Multifunctional)</i>	Small Duty Color Printer - Technical Specification
Printer Attribute	Specification
Print Speed Normal Quality Mode - ISO	Black 20 ppm / Color 20 ppm -Minimum Single Sided
Print Resolution	600 x 600 dpi Minimum - MUST meet 600x600, interpolated dpi will not be considered.
Printing	Built-in Automatic Duplex Printing
Print Technology	Laser
Paper Input Capacity	250 Sheet Minimum 20# paper
Maximum Duty Cycle	40,000 Pages per Month Minimum
Vendor Specified Print Volume	2,000 Pages Per Month Minimum
Starter Toner Cartridge	Quantity: 1 set monochrome and color toner
Memory	256 Mb minimum - All Memory Preinstalled prior to shipment by Factory
Processor Speed	500 MHz Minimum
Connectivity	Hi-speed USB 2.0 Port for local connectivity to PC
Network	Ethernet (10/100 Mb/s); Simple Network Management Protocol Version 3 (SNMPv3)
Product Criteria	EPEAT, Energy Star, FEMP (certification/reference link required), Section 508
Time to First Page Black/Color	as fast as 17/17 Seconds (maximum time interval until first page)
Operating Systems Supported	Microsoft Windows 7 & Microsoft Windows 8. Drivers must be made available within 6-months of General Availability of Windows 10 for support of printing from the Win10 OS, and Mac OS X
Security	The Contractor shall provide instructions, for each model purchased under the DO, on how to configure them to meet the current Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) requirements. The instructions shall be forwarded to the assigned VA Technology Manager within 2 weeks after the Kick-Off Meeting
Paper Size Supported	Letter, Legal, Executive, & Envelopes
Print Languages	Minimum Supported PCL6, PCL5c, Postscript 3

**Table 2: Color Medium Duty Printer**

<b><i>Color Medium Duty Printer (Non-Multifunctional)</i></b>	<b>Medium Duty Color Printer - Technical Specification</b>
<b>Printer Attribute</b>	<b>Specification</b>
Print Speed Normal Quality Mode - ISO	Black 30 ppm / Color 30 ppm -Minimum Single Sided
Print Resolution	1200 x 1200 dpi Minimum - MUST meet 1200x1200, interpolated dpi will not be considered.
Printing	Built-in Automatic Duplex Printing
Print Technology	Laser
Paper Input Capacity	2 input trays (letter/legal)-500 Sheet Minimum each tray 20# paper
Maximum Duty Cycle	75,000 Pages per Month Minimum
Vendor Specified Print Volume	5,000 Pages Per Month Minimum
Starter Toner Cartridge	Quantity: 1 set monochrome and color toner
Memory	512 Mb Minimum - All Memory Preinstalled prior to shipment by Factory
Processor Speed	500 MHz Minimum
Connectivity	Hi-speed USB 2.0 Port
Network	Ethernet (10/100/1000 Mb/s); SNMPv3
Product Criteria	EPEAT, Energy Star, FEMP (certification/reference link required), Section 508
Time to First Page Black/Color	as fast as 12/14 Seconds (maximum time interval until first page)
Operating Systems Supported	Microsoft Windows 7 & Microsoft Windows 8. Drivers must be made available within 6-months of General Availability of Windows 10 for support of printing from the Win10 OS, and Mac OS X
Paper Size Supported	Letter, Legal, Executive, & Envelopes
Security	The Contractor shall provide instructions, for each model purchased under the DO, on how to configure them to meet the current Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) requirements. The instructions shall be forwarded to the assigned VA Technology Manager within 2 weeks after the Kick-Off Meeting
Print Languages	Minimum Supported PCL6, PCL5c, Postscript 3

**Table 3: Color Large Duty Printer**

<b><i>Color Large Duty Printer (Non-Multifunctional)</i></b>	<b>Large Duty Color Printer - Technical Specification</b>
<b>Printer Attribute</b>	<b>Specification</b>
Print Speed Normal Quality Mode - ISO	Black 45 ppm / Color 45 ppm -Minimum Single Sided

Print Resolution	1200 x 1200 dpi Minimum - MUST meet 1200x1200, interpolated dpi will not be considered.
Printing	Built-in Automatic Duplex Printing
Print Technology	Laser
Paper Input Capacity	2 input trays (letter/legal)-500 Sheet Minimum each tray 20# paper
Maximum Duty Cycle	110,000 Pages per Month Minimum
Vendor Specified Print Volume	25,000 Pages Per Month Minimum
Starter Toner Cartridge	Quantity: 1 set monochrome and color toner
Memory	1 GB Minimum - All Memory Preinstalled prior to shipment by Factory
Processor Speed	500 MHz Minimum
Connectivity	Hi-speed USB 2.0 Port
Network	Ethernet (10/100/1000 Mb/s); SNMPv3
Product Criteria	EPEAT, Energy Star, FEMP (certification/reference link required), Section 508
Time to First Page Black/Color	as fast as 10/12 Seconds (maximum time interval until first page)
Operating Systems Supported	Microsoft Windows 7 & Microsoft Windows 8. Drivers must be made available within 6-months of General Availability of Windows 10 for support of printing from the Win10 OS, and Mac OS X
Paper Size Supported	Letter, Legal, Executive, & Envelopes
Security	The Contractor shall provide instructions, for each model purchased under the DO, on how to configure them to meet the current Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) requirements. The instructions shall be forwarded to the assigned VA Technology Manager within 2 weeks after the Kick-Off Meeting
PIV Enabled	Configurable to all Multifunction Device (MFD) capabilities utilizing Active Directory (AD) and Public Key Infrastructure (PKI) certificates.
Print Languages	Minimum Supported PCL6, PCL5c, Postscript 3

**Table 4: Monochrome Small Duty Printer**

<b><i>Monochrome Small Duty Printer (Non-Multifunctional)</i></b>	<b>Small Duty Monochrome Printer - Technical Specification</b>
<b>Printer Attribute</b>	<b>Specification</b>
Print Speed Normal Quality Mode - ISO	35 ppm Minimum Single Sided
Print Resolution	600 x 600 dpi Minimum - MUST meet 600x600, interpolated dpi will not be considered.
Printing	Built-in Automatic Duplex Printing
Print Technology	Laser
Paper Input Capacity	250 Sheet Minimum 20# paper
Maximum Duty Cycle	50,000 Pages per Month Minimum
Vendor Specified Print Volume	3,000 Pages Per Month Minimum

Starter Toner Cartridge	Quantity: 1 set monochrome toner
Memory	256 Mb minimum - All Memory Preinstalled prior to shipment by Factory
Processor Speed	500 MHz Minimum
Connectivity	Hi-speed USB 2.0 Port
Network	Ethernet (10/100/1000 Mb/s); SNMPv3
Product Criteria	EPEAT, Energy Star, FEMP (certification/reference link required), Section 508
Time to First Page	as fast as 10 seconds (maximum time interval until first page)
Operating Systems Supported	Microsoft Windows 7 & Microsoft Windows 8. Drivers must be made available within 6-months of General Availability of Windows 10 for support of printing from the Win10 OS, and Mac OS X
Paper Size Supported	Letter, Legal, Executive, & Envelopes
Security	The Contractor shall provide instructions, for each model purchased under the DO, on how to configure them to meet the current Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) requirements. The instructions shall be forwarded to the assigned VA Technology Manager within 2 weeks after the Kick-Off Meeting
Print Languages	Minimum Supported PCL6, PCL5e, Postscript 3

**Table 5: Monochrome Medium Duty Printer**

<b><i>Monochrome Medium Duty Printer (Non-Multifunctional)</i></b>	<b>Medium Duty Monochrome Printer - Technical Specification</b>
<b>Printer Attribute</b>	<b>Specification</b>
Print Speed Normal Quality Mode - ISO	40 ppm Minimum Single Sided
Print Resolution	1200 x 1200 dpi Minimum - MUST meet 1200x1200, interpolated dpi will not be considered.
Printing	Built-in Automatic Duplex Printing
Print Technology	Laser
Paper Input Capacity	2 input trays (letter/legal)-500 Sheet Minimum each tray 20# paper
Maximum Duty Cycle	80,000 Pages per Month Minimum
Vendor Specified Print Volume	14,000 Pages Per Month Minimum
Starter Toner Cartridge	Quantity: 1 set monochrome toner
Memory	512 Mb Minimum - All Memory Preinstalled prior to shipment by Factory
Processor Speed	500 MHz Minimum
Connectivity	Hi-speed USB 2.0 Port
Network	Ethernet (10/100/1000 Mb/s); SNMPv3
Product Criteria	EPEAT, Energy Star, FEMP (certification/reference link required), Section 508
Time to First Page	as fast as 10 Seconds (maximum time interval until first page)

Operating Systems Supported	Microsoft Windows 7 & Microsoft Windows 8. Drivers must be made available within 6-months of General Availability of Windows 10 for support of printing from the Win10 OS, and Mac OS X
Paper Size Supported	Letter, Legal, Executive, & Envelopes
Security	The Contractor shall provide instructions, for each model purchased under the DO, on how to configure them to meet the current Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) requirements. The instructions shall be forwarded to the assigned VA Technology Manager within 2 weeks after the Kick-Off Meeting
Print Languages	Minimum Supported PCL6, PCL5e, Postscript 3

**Table 6: Monochrome Large Duty Printer**

<b><i>Monochrome Large Duty Printer (Non-Multifunctional)</i></b>	<b>Large Duty Monochrome Printer - Technical Specification</b>
<b>Printer Attribute</b>	<b>Specification</b>
Print Speed Normal Quality Mode - ISO	50 ppm Minimum Single Sided
Print Resolution	1200 x 1200 dpi Minimum - MUST meet 1200x1200, interpolated dpi will not be considered.
Printing	Built-in Automatic Duplex Printing
Print Technology	Laser
Paper Input Capacity	2 input trays (letter/legal)-500 Sheet Minimum each tray 20# paper
Maximum Duty Cycle	275,000 Pages per Month Minimum
Vendor Specified Print Volume	30,000 Pages Per Month Minimum
Starter Toner Cartridge	Quantity: 1 set monochrome toner
Memory	1 GB Minimum - All Memory Preinstalled prior to shipment by Factory
Processor Speed	500 MHz Minimum
Connectivity	Hi-speed USB 2.0 Port
Network	Ethernet (10/100/1000 Mb/s); SNMPv3
Product Criteria	EPEAT, Energy Star, FEMP (certification/reference link required), Section 508
Time to First Page	as fast as 10 Seconds (maximum time interval until first page)
Operating Systems Supported	Microsoft Windows 7 & Microsoft Windows 8. Drivers must be made available within 6-months of General Availability of Windows 10 for support of printing from the Win10 OS, and Mac OS X
Paper Size Supported	Letter, Legal, Executive, & Envelopes
Security	The Contractor shall provide instructions, for each model purchased under the DO, on how to configure them to meet the current Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) requirements. The instructions shall be forwarded to the assigned VA Technology Manager within 2 weeks after the Kick-Off Meeting

PIV Enabled	Configurable to all MFD capabilities utilizing AD and PKI certificates.
Print Languages	Minimum Supported PCL6, PCL5e, Postscript 3

### 5.3 WARRANTY

The Contractor shall provide standard 1-year warranty services for each printer configuration.

The Standard 1-year Warranty coverage shall include, at a minimum, next business day (NBD) replacement or NBD on-site repair when necessary. NBD shall be defined as anytime within the next business day after the initial report of service needed. The Contractor shall provide technical support from 8:00 AM to 5:00 PM local time, Monday through Friday, via a toll free telephone number and website, with live personnel able to assist via the telephone number or website. The warranty coverage shall include device retention service, meaning that the Contractor shall not remove hard drives from a VA facility. VA will retain defective and non-defective hard drives because of sensitive data that may be contained on the device. The Contractor shall perform all warranty coverage registration requirements as necessary in order for warranty service to be effective. Warranty starts at the receipt and acceptance of equipment.

The Government may acquire a 3-year Extended Warranty in place of the 1-year Standard Warranty. This warranty is for a total of 3-years. It is not 3-years in addition to the 1-year standard warranty.

The 3-year Extended Warranty shall include at a minimum, NBD replacement or NBD on-site repair when necessary. NBD shall be defined as anytime within the next business day after the initial report of service needed. The Contractor shall provide technical support from 8:00 AM to 5:00 PM local time, Monday through Friday, via a toll free telephone number and website, with live personnel able to assist via the telephone number or website. The warranty coverage shall include device retention service, meaning that the Contractor shall not remove hard drives from a VA facility. VA will retain defective and non-defective hard drives because of sensitive data that may be contained on the device. The Contractor shall perform all warranty coverage registration requirements as necessary in order for warranty service to be effective. Warranty starts at the receipt and acceptance of equipment.

The Government will determine at the DO level, the specific warranty to be purchased.

### 5.4 ORDERING AND TRACKING PORTAL / CATALOG

The Government may use a web-based ordering and tracking portal. The EPC Ordering and Tracking Portal will be used to present all printer products in a catalog and real-time status and tracking information to customers, VA Contracting Officers, CORs and VA/TAC management.

If needed, 10-days after Contract award, the Contractor shall provide the Government with EPC Ordering Portal/Catalog information for all Contractor printer models offered. This information shall include, but not be limited to:

1. Printer Model Specification Sheet
2. Incidental Software (SW) and Hardware (HW) Dependencies
3. Manufacturer
4. Manufacturer Part Numbers
5. Unit Prices
6. Product Description

7. Contract Price to include model, standard warranty and 3-year extended warranty

The EPC Ordering and Tracking Portal may also be used as a DO Tracking System up to the point of, and including, delivery of the products. Therefore, the Contractor shall also provide, upon request from the CO or COR, real time, information that includes, but is not limited to:

1. Electronic Contract Management System (eCMS) Contract/ Order Number
2. Date of Award
3. CO Name, Telephone Number, Location
4. COR Name, Telephone Number, Location
5. Integrated Funds Distribution Control Point Activity Accounting & Procurement (IFCAP) Purchase Order Number
6. Total Dollars Obligated
7. VA Delivery Site Code (if applicable)
8. VA Delivery Site Mailing Address
9. Equipment Model Listing and Quantities by Delivery Date
10. Equipment Status up to and including delivery confirmation
11. Warranty Information – to include POP
12. Toll Free Telephone number and Website described in Section 5.3

Where possible, the Contractor shall use electronic means to collect data to populate the portals and reduce paper (for example electronic signature pads) to validate delivery.

**Deliverables:**

- A. EPC Portal/Catalog Information Documents
- B. EPC Ordering and Tracking Portal Information and Updates

## **5.5 TECHNOLOGY REFRESH**

The Contractor shall monitor all printer products provided under this Contract and notify the CO and COR if any products are required to be changed as a result of EOL. If any printer products are approaching EOL (e.g., if an OEM will no longer be marketing, selling, or promoting a particular product, or limiting or ending support for said product) the Contractor shall provide notification and a Replacement OEM Model Designation to the COR and CO within thirty (30) days prior to the EOL date. Notification shall be via email. The Government will reject any Contractor-proposed Replacement OEM Model Designation that does not meet the below conditions.

The following conditions shall be met in performing a technology refresh:

- a. The product(s) refreshed shall meet or exceed the mandatory technical requirements as stated in the applicable specifications in Section 5.2.
- b. The product(s) refreshed shall be off-the-shelf configurations.
- c. The product prices proposed, and incorporated into any resulting Contract, are binding and thereby establish the Government's maximum liability for said product over the life of the Contract. Therefore, the price of the product(s) refreshed, including support services, shall not exceed the price proposed and incorporated into the basic Contract, for the product being refreshed.



The Contractor shall provide updated information for the EPC Ordering Portal to reflect the newly refreshed and inserted products, within five business days of notification of CO approval of product refresh

**Deliverables:**

- A. Technology Refresh Replacement OEM Model Designation
- B. EPC Portal/Catalog Refresh Information Document

## **5.6 DELIVERY ORDER PROCEDURES**

The DO CO shall provide fair opportunity to each EPC Contractor to be considered for all DOs exceeding the micro-purchase threshold (\$3,000), unless an exception to fair opportunity under FAR Subpart 16.505(b)(2) applies. Electronic ordering capability, if available, shall be used to the maximum extent practicable. If an electronic process is not available, a manual solicitation process (email) shall be used. The Government requires all contractors to submit a proposal on all future DO solicitations. By submitting a proposal for award of an EPC IDIQ contract, the Contractor is confirming its intention to compete for all future DOs, unless unable to compete. The parties agree that this is a material clause of the Contract.

If the Contractor intends not to submit a proposal, the contractor must notify the DO CO of that intent in advance of the closing date of the DO solicitation, for CO approval. Such notifications must show cause why the company is unable to compete, and demonstrate in detail why it has an inability to compete.

Failure to comply with this requirement may result in the Government pursuing any and all remedies set forth in this Contract, including, but not limited to Termination for Cause.

## **6.0 GENERAL REQUIREMENTS**

### **6.1 ENTERPRISE AND IT FRAMEWORK**

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T Technical Reference Model (One-VA TRM). One-VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. One-VA TRM includes the Standards Profile and Product List that collectively serves as a VA technology roadmap. Architecture, Strategy, and Design has overall responsibility for the One-VA TRM.

The Contractor shall ensure Commercial Off-The-Shelf (COTS) product(s), software configuration and customization, and/or new software are PIV-enabled by accepting HSPD-12 PIV credentials using VA Enterprise Technical Architecture (ETA), <http://www.ea.oit.va.gov/EAOIT/OneVA/EAETA.asp>, and VA Identity and Access Management (IAM) approved enterprise design and integration patterns, [http://www.techstrategies.oit.va.gov/docs\\_design\\_patterns.asp](http://www.techstrategies.oit.va.gov/docs_design_patterns.asp). The Contractor shall ensure all Contractor delivered applications and systems are compliant with VA Identity Management Policy (VAIQ# 7011145), Continued Implementation of Homeland Security Presidential Directive 12 (VAIQ#7100147), and VA IAM enterprise identity management requirements (IAM Identity Management Business Requirements Guidance document), located at

<https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>. The Contractor shall ensure all Contractor delivered applications and systems provide user authentication services compliant with NIST Special Publication 800-63-2, VA Handbook 6500 Appendix F, “VA System Security Controls”, and VA IAM enterprise requirements for both direct and assertion based authentication. Direct authentication at a minimum must include Public Key Infrastructure (PKI) based authentication supportive of both Personal Identity Verification (PIV) and Common Access Card (CAC). Assertion authentication at a minimum must include Security Assertion Markup Language (SAML) token authentication and authentication/account binding based on trusted headers. Specific Identity and Access Management PIV requirements are set forth in OMB Memoranda M-04-04 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy04/m04-04.pdf>), M-05-24 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-24.pdf>), M-11-11 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf>), National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 201-2, and supporting NIST Special Publications. For applications, software, or hardware that cannot support PIV authentication, a Risk Based Decision must be approved by the Deputy Assistant Secretary for Information Security.

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directive issued by the Office of Management and Budget (OMB) on September 28, 2010 (<https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf>) & (<http://www.cybertelecom.org/dns/ipv6usg.htm>). IPv6 technology, in accordance with the USGv6: A Technical Infrastructure for USGv6 Adoption (<http://www.nist.gov/itl/antd/usgv6.cfm>) and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>), shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 users, including all internal infrastructure and applications shall communicate using native IPv6 operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services, in addition to OMB/VA memoranda, can be found at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 9 and Microsoft Office 2010. In preparation for the future VA standard configuration update, end user solutions shall also be compatible with Internet Explorer 11, Office 2013, and Windows 8.1. However, Internet Explorer 11, Office 2013 and Windows 8.1 are not the VA standard yet and are currently not approved for use on the VA Network, but are in-process for future approval by OI&T. Upon the release approval of Internet Explorer 11, Office 2013, and Windows 8.1 individually as the VA standard, Internet Explorer 11, Office 2013, and Windows 8.1 will supersede Internet Explorer 9, Office 2010, and Windows 7 respectively. Applications delivered to the VA and intended to be deployed to Windows 7 workstations shall be delivered as a signed .msi package and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager (SCCM) VA’s current desktop application deployment tool. Signing of the software code shall be through a vendor provided certificate that is trusted by the VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline (USGCB) specific to the particular client operating system being used.

## 6.2 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

### 6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

<b>Position Sensitivity</b>	<b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
<b>Low / Tier 1</b>	<b>Tier 1 / National Agency Check with Written Inquiries (NACI)</b> A Tier 1/NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
<b>Moderate / Tier 2</b>	<b>Tier 2 / Moderate Background Investigation (MBI)</b> A Tier 2/MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
<b>High / Tier 4</b>	<b>Tier 4 / Background Investigation (BI)</b> A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

	<b>Position Sensitivity and Background Investigation Requirements</b>		
<b><u>Task Number</u></b>	<b><u>Tier1 / Low / NACI</u></b>	<b><u>Tier 2 / Moderate / MBI</u></b>	<b><u>Tier 4 / High / BI</u></b>
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working.

## **6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

### **Contractor Responsibilities:**

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
  - 1) For a Tier 1/Low Risk designation:
    - a) OF-306
    - b) DVA Memorandum – Electronic Fingerprints
  - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
    - a) OF-306
    - b) VA Form 0710
    - c) DVA Memorandum – Electronic Fingerprints
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management’s (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- f. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a “click to sign” process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
- g. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- h. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or “Closed, No Issues” (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed “Contractor Rules of Behavior.” However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).

- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

### 6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

### 6.4 FACILITY/RESOURCE PROVISIONS

All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

As necessary, VA will provide access to VA specific systems/network as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG), site-to-site VPN, or VA Remote Access Security Compliance Update Environment (RESCUE)). This remote access will provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses. The Contractor shall utilize Government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements (additional requirements of the contract consolidated into an addendum for easy reference) refer to [ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED](#) ~~ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED~~ Additional VA Requirements, Consolidated and ADDENDUM B - VA Information and Information System Security/Privacy Language.

Format

## **ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED**

### **A1.0 Cyber and Information Security Requirements for VA IT Services**

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference as though fully set forth therein. The VA Handbook 6500.6, "Contract Security" shall also be included in every related agreement, contract or order. The VA Handbook 6500.6, Appendix C, is included in this document as Addendum B.

Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS), and will be tracked therein. The TMS may be accessed at <https://www.tms.va.gov>. If you do not have a TMS profile, go to <https://www.tms.va.gov> and click on the "Create New User" link on the TMS to gain access.

Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

### **A2.0 VA Enterprise Architecture Compliance**

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at <http://www.ea.oit.va.gov/index.asp> in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

#### **A2.1. VA Internet and Intranet Standards:**

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.



Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): [http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=409&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2)

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): [http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

### **A3.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)**

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

#### **A3.1. Section 508 – Electronic and Information Technology (EIT) Standards**

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.section508.gov/acquisition-regulations>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- ☒ § 1194.21 Software applications and operating systems
- ☐ § 1194.22 Web-based intranet and internet information and applications
- ☐ § 1194.23 Telecommunications products
- ☐ § 1194.24 Video and multimedia products
- ☒ § 1194.25 Self-contained, closed products
- ☐ § 1194.26 Desktop and portable computers
- ☒ § 1194.31 Functional Performance Criteria
- ☒ § 1194.41 Information, Documentation, and Support

Offerors shall use the appropriate Section 508 Standards Checklists to ensure conformance with Section 508 Standards. The Standards Checklists along with additional information are available at [http://www.section508.va.gov/section508/Standards\\_Checklist.asp](http://www.section508.va.gov/section508/Standards_Checklist.asp).

Automated test tools and manual techniques are used in the VA compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

The Government reserves the right to independently test for 508 Compliance before delivery. The Contractor shall be able to demonstrate 508 Compliance upon delivery.

#### **A3.2. Equivalent Facilitation**

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities. Any add-ons required to meet the above Section 508 Standards shall be provided with the printer at time of delivery to include any specialized installation.

### **A3.3. Compatibility with Assistive Technology**

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

### **A4.0 Physical Security & Safety Requirements:**

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

### **A5.0 Confidentiality and Non-Disclosure**

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be



copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
  - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.
  - c. Recording, monitoring, and control of passwords and privileges.
  - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
  - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.

- g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
- h. Contractor does not require access to classified data.
- 8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
- 9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

#### **A6.0 Information Technology Using Energy-Efficient Products**

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," dated October 5, 2009; Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," dated January 24, 2007; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, FEMP designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at [www.energystar.gov/products](http://www.energystar.gov/products) (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at [www.femp.energy.gov/procurement](http://www.femp.energy.gov/procurement). The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at [www.epeat.net](http://www.epeat.net). At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers Copiers, Multi-Function Devices, Scanners, Fax Machines, Digital Duplicators, Mailing Machines)
3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

## **ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE**

**APPLICABLE PARAGRAPHS TAILORED FROM: THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE, VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010**

### **B1. GENERAL**

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

### **B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

a. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates (e.g. Business Associate Agreement, Section 3G), the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The Contractor or Subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or Subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

### **B3. VA INFORMATION CUSTODIAL LANGUAGE**

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA.

This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

4. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

6. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

8. The Contractor/Subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

9. The Contractor/Subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA minimum requirements. VA Configuration Guidelines are available upon request.

10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

11. Notwithstanding the provision above, the Contractor/Subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

#### **B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT**

Not Applicable

#### **B5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE**

Not Applicable

#### **B6. SECURITY INCIDENT INVESTIGATION**

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.

b. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal

law violation(s) associated with any incident. The Contractor/Subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

## **B7. LIQUIDATED DAMAGES FOR DATA BREACH**

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/Subcontractor processes or maintains under this contract.

b. The Contractor/Subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:
  - a) date of occurrence;
  - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- 3) Number of individuals affected or potentially affected;
- 4) Names of individuals or groups affected or potentially affected;
- 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- 6) Amount of time the data has been out of VA control;
- 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8) Known misuses of data containing sensitive personal information, if any;
- 9) Assessment of the potential harm to the affected individuals;
- 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- 11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- 1) Notification;
- 2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- 3) Data breach analysis;
- 4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- 5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- 6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **B8. SECURITY CONTROLS COMPLIANCE TESTING**

Not Applicable

## **B9. TRAINING**

- a. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
  - 1) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior course (TMS #10176) and complete this required privacy and security training annually; Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix D relating to access to VA information and information systems.
  - 2) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and electronically sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.



## SECTION C - CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.212-4	CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS	DEC 2014
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

## **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[X] (ii) Alternate I (JUN 2014) of 52.223-13.

[] (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[X] (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

[X] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note,

Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

☐ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 2-years after date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$15,000,000.00;

(2) Any order for a combination of items in excess of \$15,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7-days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the



"maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided* that the Contractor shall not be required to make any deliveries under this contract after 12-months after contract expiration.

(End of Clause)

#### **C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

#### **C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

#### **C.8 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the state of where contract performance occurs. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

#### **C.11 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 12 months from date of acceptance of DO deliverables, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

#### **C.12 VAAR 852.246-71 INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractors order for not more than 30 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

### **C.13 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**Attachment 001: Pricing Spreadsheet**

**Attachment 002: Requirements Technical Spreadsheet**

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS	DEC 2012

(End of Provision)

### E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

### **E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.



(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.


[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin


[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin



_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

---

Immediate owner legal name:

---

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

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Highest-level owner legal name:

---

(Do not use a “doing business as” name)

(End of Provision)

**E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed Price, Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

**E.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

(a) **Definitions.** As used in this provision—

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is—334118.

(2) The small business size standard is 1000 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and



(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

## **E.6 52.233-2 PLACE OF MANUFACTURE (MAR 2015)**

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

## **E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Mark R. Junda  
Contracting Officer  
Department of Veterans Affairs  
Office of Acquisition Operations  
Technology Acquisition Center  
23 Christopher Way  
Eatontown NJ 07724

Mailing Address:

Mark R. Junda  
Contracting Officer  
Department of Veterans Affairs  
Office of Acquisition Operations  
Technology Acquisition Center  
23 Christopher Way  
Eatontown NJ 07724

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

## **E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

### **E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

### **E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

### **E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

## E.12 PROPOSAL SUBMISSIONS

### 1. INTRODUCTION

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via the Virtual Office of Acquisition (VOA) Portal as set forth below. The Offeror's proposal shall consist of three volumes. The Volumes are I – Technical, II – Price, and III – Solicitation Offer and Award Documents and Certifications/ Representations. The use of hyperlinks or embedded attachments in proposals is prohibited. Files shall not contain classified data. File sizes shall not exceed 100 MB. The web address for the VOA site is <https://www.voa.va.gov/>. Offerors are required to be registered users on the VOA website in order to submit proposals. Registration instructions can be found at the VOA website. For registration or technical issues concerning proposal submission, contact [voahelp@va.gov](mailto:voahelp@va.gov).

**WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror's proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.**

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. All proprietary information shall be clearly and properly marked.

b. File Packaging. All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient

details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations
Volume I	Technical	[CompanyName]requirements.xls [Company Name]Tech.pdf	None
Volume II	Price	[Company Name]Price.xls	None
Volume III	Solicitation, Offer & Award Documents, Certifications & Representations	[Company Name]OfRep.pdf	None

(i) **VOLUME I – TECHNICAL FACTOR.** Offerors shall detail how its proposed products meet the specifications stated in the PWS for each printer configuration. Offerors shall fill out and submit the Requirements Technical Spreadsheet provided with the solicitation at Attachment 002. Materials, such as published commercial literature/specification sheets, shall substantiate whether the proposed items meet VA’s specifications for each configuration. The linkage from the Requirements Technical Spreadsheet, Column D, submitted in “[CompanyName]requirements.xls” to the substantiating data submitted in “[Company Name]Tech.pdf” shall be clearly marked. All material submitted shall be commercially available and supported through commercially available material included in the Offeror’s Technical Volume. Proposals shall not refer the Government to website hyperlinks for configuration validation. All data shall be provided within the proposal.

Please note: The Requirements Technical Spreadsheet is NOT a comprehensive listing of all PWS requirements. Offeror’s performance and proposed products shall be in compliance with the entirety of the solicitation, including, but not limited to, the PWS, Addendum A, Addendum B, and all clauses/provisions.

(ii) **VOLUME II – PRICE FACTOR**

Breakdown of cost data is not required in as much as the Contracting Officer anticipates adequate price competition. The Offeror shall submit a price proposal for a 2-year effort in support of the overall contractual requirements to include the following:

(a) For each printer sub-class specified in the PWS of the solicitation, the Offeror shall input the proposed unit price for each printer configuration inclusive of the 1-year standard warranty and standard delivery. Also an extended 3-year warranty and installation and configuration services shall each be priced separately and included for each printer configuration into the Excel Pricing Attachment provided with this solicitation at Attachment 001.

(b) Each printer sub-class in the PWS must be addressed. The Offeror shall use the format as depicted in the Excel spreadsheets set forth in Section D of the solicitation.

(c) The Evaluated Price shall be based on the information provided in the Excel Pricing Attachment, Attachment 001.

Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two (2) decimal places and requires the unit prices and total prices to be displayed as two (2) decimal places. Ensure that the two (2) digit unit price multiplied by the item quantity equals the two (2) digit total item price (there should be no rounding). {If an Excel spreadsheet is submitted by the Offerors, the Offerors shall ensure that the actual values in the spreadsheet cells are no more than two (2) decimal places even if values in the spreadsheet cells are formatted to display two (2) decimal places.}

For pricing purposes, all Offerors should propose using an estimated award date of June 1, 2015.

### (iii) VOLUME III - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations - An authorized official of the firm shall sign the cover page and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form 1449 and Acknowledgement of Amendments, if any.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Proposed terms and conditions, exceptions to terms and conditions, and/or assumptions stated elsewhere in the proposal submission are not valid. Offerors are hereby advised that any Offeror-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.
- c. Contractor DUNS, CAGE code, and SDVOSB Center for Veterans Enterprise verification.

For general guidance see also FAR 52.212-1 Instruction to Offerors-Commercial Items. However, in the event of any conflict between that clause and the specific guidance contained in the solicitation, the solicitation terms take precedence. More specifically, for purposes of this effort, the following provisions of FAR 52.212-1 DO NOT apply: FAR 52.212-1(d) Product samples and FAR 52.212-1(e) Multiple offers.

## **E.13 BASIS FOR AWARD**

A. BASIS FOR AWARD. Awards will be made to the three lowest priced, technically acceptable proposals. To receive consideration for award, a rating of Acceptable must be achieved for the Technical Factor, and the Offeror must be a Verified SDVOSB in the Center for Verification and Evaluation's Veteran Information Pages database at the time of proposal submission and at time of award.

### **B. FACTORS TO BE EVALUATED**

1. Technical
2. Price

C. EVALUATION APPROACH. All proposals shall be subject to evaluation by a team of Government personnel. The Government intends to award without discussions based upon the initial evaluation of proposals.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all Offerors. Thereafter, the Government will evaluate the technical proposals of the lowest three priced Offerors only. If the lowest three priced Offeror's technical proposals are determined to be rated as Acceptable, the Government may make award to those Offerors without further evaluation of the remaining Offerors' technical proposals. If any/all of the three lowest priced Offeror's technical proposals are determined to be rated as Unacceptable, then the Government may evaluate the next lowest priced technical proposal, and so forth and so on, until the Government reaches the three lowest priced technical proposals that are determined to be rated as Acceptable. However, the Government reserves the right to evaluate all Offerors' technical proposals should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest. The Government also reserves the right to make less than three awards in the event that there are less than three technically acceptable proposals.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will determine whether all of the Offeror's printers as described in its technical proposal meet VA's minimum requirements for each printer configuration as defined in the performance work statement (PWS).

2. PRICE EVALUATION APPROACH. The total evaluated FFP will equal the sum of the total proposed printer pricing for the entire 2-year contract period. The Evaluated Price shall be based on the information provided in Attachment 001, Pricing Spreadsheet. All Offerors shall utilize the estimated printer and warranty quantities set forth in Attachment 001, Pricing Spreadsheet. The Government will verify the Offeror's calculation of the total proposed price. The Government may adjust the Offeror's proposed total evaluated FFP if mathematical errors are identified. The estimated printer quantities are for evaluation purposes only and do not obligate the Government to award such quantities.

See attached document: (S02) Attachment 001 Pricing Spreadsheet.

See attached document: (S02) Attachment 002 Requirements Technical Spreadsheet.